



BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

Charles L. Howorth, Jr.
Regulatory Vice President

RECEIVED
* 02 DEC 27 PM 4:00
615 214-6520
Fax 615 214-8858

TN REGULATORY AUTHORITY
DOCKET ROOM

December 27, 2002

Chairman Sara Kyle
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

RE: Customer Notice Letter, TRA No. 00-00702

Dear Chairman Kyle:

This is in response to the Initial Order of the Hearing Officer in TRA Docket No. 00-00702, issued September 13, 2002, and action taken by the Authority during the Directors' Conference on December 16, 2002.

In compliance with that Initial Order, BellSouth is submitting copies of the customer notice letters that have been sent to all customers with special contracts which were addressed during the Authority's December 16, 2002 Conference.

Copies are also being provided to the counsel of record in this proceeding. Please contact Paul Stinson at 214-3839 if there are any questions.

Paul Stinson /for

Attachments



BellSouth Telecommunications, Inc. Tel 615 214-3839
Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

BancorpSouth, Inc.
P.O. Drawer 789
Tupelo, MS 38802

Re: Contract Service Arrangement No. TN02-M570-00
TRA No. 02-01228

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-M570-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

Depending on the action of the TRA, one of three events may occur:

1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;
3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

BancorpSouth, Inc.

02-01228

Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



BellSouth Telecommunications, Inc. Tel 615 214-3839
Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

CRSA
3350 Players Club Circle
Memphis, TN 38125

Re: Contract Service Arrangement No. TN02-K817-10
TRA No. 02-01229

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-K817-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Shelby County Head Start, Inc.
1991 Corp Ave.
Memphis, TN 38132

Re: Contract Service Arrangement No. TN02-J285-00
TRA No. 02-01230

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-J285-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Shelby County Head Start, Inc.

02-01230

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No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Lifepoint Hospitals
103 Powell Court
Brentwood, TN 37027

Re: Contract Service Arrangement No. TN02-B468-01
TRA No. 02-01231

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-B468-01 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Lifepoint Hospitals

02-01231

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

The Fresh Market, Inc.
802 Green Valley Rd
Greensboro, NC 27429-9567

Re: Contract Service Arrangement No. TN02-C921-00
TRA No. 02-01232

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-C921-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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The Fresh Market, Inc.

02-01232

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

The Fresh Market, Inc.
802 Green Valley Rd
Greensboro, NC 37429

Re: Contract Service Arrangement No. TN02-L292-00
TRA No. 02-01233

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-L292-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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The Fresh Market, Inc.

02-01233

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Seneca Medical
4100 Appliachian Way
Knoxville, TN 37912

Re: Contract Service Arrangement No. TN02-L395-00
TRA No. 02-01234

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-L395-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

AEDC Federal Credit Union
1611 North Jackson St
Tullahoma, TN 37388

Re: Contract Service Arrangement No. TN02-K808-10
TRA No. 02-01235

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-K808-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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AEDC Federal Credit Union

02-01235

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Cypress Communications, Inc.
3565 Piedmont Rd NE
Atlanta, GA 30305

Re: Contract Service Arrangement No. GA02-J308-10
TRA No. 02-01236

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA02-J308-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Cypress Communications, Inc.

02-01236

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Alltel
1 Allied Drive
Little Rock, AR 72202

Re: Contract Service Arrangement No. GA01-7944-00
TRA No. 02-01237

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA01-7944-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Alltel
02-01237
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Paul Stinson

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Signature Flight
2488 Wenchester Road
Memphis, TN 38116

Re: Contract Service Arrangement No. TN02-M055-00
TRA No. 02-01238

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-M055-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Signature Flight

02-01238

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Dalphis, Inc.
1656 N. Shelby Oaks Dr. #1
Memphis, TN 38134

Re: Contract Service Arrangement No. TN02-L317-00
TRA No. 02-01239

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-L317-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Dalphis, Inc.
02-01239
Page 2

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Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Lumberman's Equipment
2410 New Lewisburg Hwy
Columbia, TN 38401

Re: Contract Service Arrangement No. TN02-L689-00
TRA No. 02-01240

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-L689-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Lumberman's Equipment

02-01240

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Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Communications Services, Inc.
200 Hill Ave. St 1
Nashville, TN 37210

Re: Contract Service Arrangement No. TN02-N382-01
TRA No. 02-01249

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-N382-01 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

Depending on the action of the TRA, one of three events may occur:

1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;
3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

Communications Services, Inc.

02-01249

Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



BellSouth Telecommunications, Inc. Tel 615 214-3839
Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Railway Claim Service, Inc.
52 Main St. S.
Lexington, TN 38357

Re: Contract Service Arrangement No. TN02-F885-01
TRA No. 02-01250

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-F885-01 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Railway Claim Service, Inc.

02-01250

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No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Precision Optical Lab, Inc.
225 Optical Lab. Inc.
Galloway, TN 38036

Re: Contract Service Arrangement No. TN02-J633-00
TRA No. 02-01251

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-J633-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Precision Optical Lab, Inc.

02-01251

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Aladdin Industries
703 Murfreesboro Pkwy
Nashville, TN 37210

Re: Contract Service Arrangement No. TN02-J754-02
TRA No. 02-01252

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-J754-02 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Aladdin Industries

02-01252

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Paul Stinson

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Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

HCA Parkridge Medical Center
2333 McCallie
Chattanooga, TN 37404

Re: Contract Service Arrangement No. TN02-E599-00
TRA No. 02-01253

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-E599-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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HCA Parkridge Medical Center

02-01253

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Averitt Express, Inc
2 Averitt Express Dr.
Nashville, TN 37211

Re: Contract Service Arrangement No. TN02-K023-00
TRA No. 02-01254

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-K023-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Averitt Express, Inc
02-01254
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Paul Stinson

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Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

United Way of the Mid-South
1407 Union Ave.
Memphis, TN 38104

Re: Contract Service Arrangement No. TN02-M661-00
TRA No. 02-01255

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-M661-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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United Way of the Mid-South
02-01255
Page 2

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Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Franklin Public Schools
507 Hwy 96 West
Franklin, TN 37064

Re: Contract Service Arrangement No. TN02-L848-02
TRA No. 02-01256

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-L848-02 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Franklin Public Schools

02-01256

Page 2

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Paul Stinson

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Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

American Color Graphics
100 Winners Cir
Brentwood, TN 37027

Re: Contract Service Arrangement No. TN02-M634-01
TRA No. 02-01257

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-M634-01 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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American Color Graphics

02-01257

Page 2

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Sony/ATV Music Publishing
8 Music Sq West
Nashville, TN 37203

Re: Contract Service Arrangement No. TN02-M272-00
TRA No. 02-01258

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-M272-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

St. Paul Companies, Inc.
385 Washington St.
St. Paul, MN 55102

Re: Contract Service Arrangement No. GA01-B094-10
TRA No. 02-01259

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA01-B094-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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St. Paul Companies, Inc.

02-01259

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Xerox Corporation
800 Phillips Road
Webster, NY 14580

Re: Contract Service Arrangement No. GA99-4505-00
TRA No. 02-01261

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA99-4505-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Xerox Corporation

02-01261

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Tacala, Inc.
4268 Cahaba Heights Ct.
Birmingham, AL 35243

Re: Contract Service Arrangement No. KY02-L720-10
TRA No. 02-01262

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. KY02-L720-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Tacala, Inc.
02-01262
Page 2

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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Ryan's Family Steakhouses
405 Lancaster Ave.
Greer, SC 29650

Re: Contract Service Arrangement No. SC01-1446-00
TRA No. 02-01263

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. SC01-1446-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

Ryan's Family Steakhouses

02-01263

Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



BellSouth Telecommunications, Inc. Tel 615 214-3839
Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Hagemeyer, N.A
2864 Azalea Drive
Charleston, SC 29405

Re: Contract Service Arrangement No. SC02-M870-10
TRA No. 02-01264

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. SC02-M870-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

Depending on the action of the TRA, one of three events may occur:

1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
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Hagemeyer, N.A

02-01264

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No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Nexair. LLC
1385 Corporate Ave
Memphis, TN 38132

Re: Contract Service Arrangement No. TN99-8170-00
TRA No. 02-01265

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN99-8170-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Nexair, LLC

02-01265

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

Dollar Mortgage of Memphis
1295 Winchester Rd Ste 1
Memphis, TN 38116

Re: Contract Service Arrangement No. TN02-8819-00
TRA No. 02-01266

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-8819-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

December 26, 2002

NationsRent, Inc.
450 E. Las Olas Blvd. Ste 1400
Ft. Lauderdale, FL 33801

Re: Contract Service Arrangement No. FL02-M978-10
TRA No. 02-01267

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. FL02-M978-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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NationsRent, Inc.
02-01267
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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority